

LEASE AGREEMENT

1. PARTIES

1.1 Lessor _____ ID Number _____
of (address) _____

1.2 Lessee _____ ID Number _____
of (address) _____

2. INTERPRETATION

In this agreement the following words have the meanings given to them hereunder:

2.1 Premises

Address _____
including (if applicable) the dwelling and outbuildings thereon, the garden and yard of the flat/townhouse/house, together with such furniture and other household effects (if any) as are listed in the inventory attached hereto, and the following exclusive use areas:

2.1.1 Garage no _____ 2.1.2 Parking bay No _____ 2.1.3 Other (specify) _____;
personally occupied by (name): _____ and not more than _____ other persons.

2.2 Rental

The Rental is R _____ (in words: _____ Rands) per month,
subject to clause 4.

2.3 Estate Agent

The firm _____

2.4 Deposit

2.41 The Lessee must immediately after the Lessor has signed this Agreement pay a deposit of R _____ (in words: _____ Rands) to the Estate Agent,
subject to clause 5.

2.5 the Act

The Rental Housing Act 50 of 1999, including any regulations made under section 15(1)(f) of the Act in so far as such regulations apply to this agreement.

2.6 Lease Period

The lease is for a period of _____ months and starts on (date) _____ and can be terminated by _____ calendar months written notice, given by either party on or before the last business day preceding the month in which it is intended the lease will terminate. If no notice of termination is given by the Lessee, the lease will continue for an unspecified term, and can only be terminated by two calendar months written notice.

3. LETTING AND HIRING AND DUTY TO COMPLY WITH THE ACT

3.1 The Premises are hereby let and hired subject to the terms and conditions contained in this agreement and the provisions of the Act.

3.2 The Lessor and Lessee must comply with the duties imposed on them by the provisions of the Act.

4. RENTAL

4.2 The Rental will be increased by 5% (percent) every six months, compounded, from the first day of this lease.

4.3 Rental must be paid monthly in advance on the first day of each month, without any deduction or set-off, at the offices of the Estate Agent or such other address as the Lessor in writing instructs. Should the Lessee fail to make payment by the third day of the month in respect of which the rental is due, a penalty of five percent of the amount payable will be levied.

4.4 No cash payment will be accepted at the Estate Agents' Offices. Cash payments will be subject to a 1% fee. No cheque payments will be accepted.

5. DEPOSIT

5.2 Interest earned on the Deposit while kept in trust will not be paid to the Lessee but be utilised by the Estate Agent as an administration fee.

5.3 On termination of the lease the Deposit will be dealt with as follows:

5.3.1 The Lessor may use the Deposit and all interest earned thereon to pay all amounts for which the Lessee is liable under this agreement, including unpaid electricity and telephone accounts, arrear Rental and the cost of repairing damage to the Premises and/or replacing lost keys. The balance of the Deposit (if any) will be refunded to the Lessee within the time limits stipulated in the Act.

5.3.2 The Lessee undertakes to provide proof that all accounts have been paid. If no amounts are due and owing by the Lessee to the Lessor in terms of this agreement, the Deposit will be refunded to the Lessee within seven days after expiry of the lease.

6. ADDITIONAL PAYMENTS BY LESSEE

6.1 The Lessee must on demand pay to the Lessor -

6.1.1 the cost of revenue stamps to be affixed to this agreement in terms of the Stamp Duty Act 77 of 1968;

6.1.2 all debt collection costs in accordance with the Debt Collectors Act and legal costs, as between attorney and client, incurred by the Lessor in taking legal steps against the Lessee to enforce any of the Lessee's obligations in terms of this agreement and/or the Act; and

6.1.3 interest on each amount not paid by the Lessee on due date, calculated at the rate of 9% per annum.

6.2 The Lessee must promptly pay the municipality or other relevant service provider the following charges and/or fees levied in respect of the Premises over the lease period (except insofar as any such charge or fee is included in any levy payable by the Lessor in terms of clause 8);

6.2.1 all charges for electricity (including electricity service charges), water and gas (if any) consumed on the Premises;

6.2.2 all refuse removal fees;

6.2.3 all sewerage and sanitary fees;

6.2.4 all charges arising out of any telephone service installed on the Premises;

6.2.5 any other fees payable to the municipality in respect of services rendered to the Premises. If the Lessee fails to pay any of these amounts, the Lessor may make the necessary payment and the amount/s so paid will then be due and owing by the Lessee to the Lessor.

6.3 At the date of signature of this agreement by the Lessor, the sum total of the municipal rates and taxes and/or levy payable to the relevant local authority, body corporate, share block company or home owners' association in respect of the Premises will be paid by the Lessor. Should the municipal rates and taxes and/or levy be increased at any time during the lease period, the Lessor may recover from the Lessee the amount of such increase (VAT inclusive), monthly as from the date of the increase up to the termination of the lease. This amount will be due and owing by the Lessee to the Lessor after it has been paid by the Lessor to the local authority, body corporate, share block company and/or home owners' association concerned.

7. LESSEE'S GOODS ON THE PREMISES

All goods brought onto the Premises by the Lessee at the beginning of or during the lease period –

7.1 must remain on the Premises as security for all rent or other payments for which the Lessee is liable in terms of this agreement, and no such goods may be removed by the Lessee without the written consent of the Lessor;

7.2 are at the sole risk of the Lessee and the Lessor has no responsibility relating thereto.

8. PAYMENT OF RATES AND TAXES AND LEVIES

The Lessor must pay all rates and taxes and/or levies payable in respect of the Premises.

9. PROHIBITION AGAINST SUBLETTING AND PARTING WITH POSSESSION

The Lessee may not –

9.1 cede any rights or assign any obligations under the lease; or

9.2 sublet the Premises or any portion thereof; or

9.3 part with possession of the Premises or any portion thereof without the Lessor's prior written consent which, in the case of clauses 9.2 and 9.3, may not be unreasonably withheld.

10. OCCUPATION

10.1 The Lessor must make the Premises available to the Lessee not later than the date when the lease starts.

10.2 If the Premises are available for occupation on the date when the lease starts but the Lessee does not move in, the Lessor may immediately cancel this agreement without notice and hold the Lessee liable for any loss of rental or other losses suffered by the Lessor. This clause does not apply if the parties have agreed in writing that the Lessee will not move in on the said date.

10.3 If the Lessee cannot occupy the Premises because they have been materially damaged by fire, earthquakes, weatherstorms, riot activity or the like and the Lessor –

10.3.1 has not within 30 days of the date of the damage informed the Lessee in writing that the lease will continue, the lease is deemed to have been cancelled on the date that the damage occurred and the Lessor must then refund to the Lessee all rental paid in advance beyond the date of such damage; or

10.3.2 has within 30 days of the date of the damage informed the Lessee in writing that the lease will continue, the Lessor must restore the Premises to a habitable condition as soon as possible and the rental will be adjusted to allow for the period during which the Lessee could not be in occupation.

10.4 The Lessee may not without first obtaining the Lessor's written consent (which may not be unreasonably withheld) –

10.4.1 vacate the Premises before expiry of the lease; or

10.4.2 leave the Premises unoccupied for more than six weeks at a time.

11. DEFECTS, MAINTENANCE AND INSPECTIONS

11.1 The Lessor and Lessee jointly inspected the Premises before the Lessee moved in and in Annexure A hereto registered the defects in and damage to the Premises. Except for what is stated in Annexure A, it is hereby recorded that at the time of commencement of the lease the Premises are in a good state of repair and condition, suitable for the purpose for which they are let, and that all keys, locks, glass windows, electrical installations, sanitaryware, sewerage pipes, stoves, water taps, geysers and other items including all the movable goods specified in the inventory attached hereto ("*the goods*"), are likewise in good order and condition.

11.2 The Lessor must –

11.2.1 keep the structure of the Premises, including the walls and the roof, in a state of good repair;

11.2.2 maintain the Premises in a condition reasonably fit for the purposes for which they are let; and

11.2.3 attend to defects in and damage to the Premises for which the Lessor is responsible in terms of this agreement or the Act, within fourteen days after becoming aware of such defect or damage.

11.3 The Lessee must –

11.3.1 clean the carpets and other floor coverings and tiles regularly, it being understood that this will be replaced completely at the expense of the Lessee should they be damaged beyond reasonable wear and tear;

11.3.2 keep the grounds and flowerbeds (if any) of the Premises in a neat and tidy condition;

11.3.3 keep the swimming pool clean, free from all obstruction and contamination;

11.3.4 keep the Premises and the goods in a clean, safe and neat condition; and

11.3.5 forthwith and at own cost repair damage to the Premises or the goods caused by the Lessee or persons for whose conduct the Lessee is responsible.

11.4 The Lessor may after reasonable notice to the Lessee make such alterations as are deemed necessary for the safety, preservation or improvement of the Premises.

11.5 If the Premises form part of a sectional title or share block scheme under the Sectional Titles Act 95 of 1986 or the Share Blocks Control Act 59 of 1980 (as the case may be), the Lessee will not be obliged or entitled to maintain in any manner the Premises and/or the goods insofar as the obligation or right to do so rests with the relevant body corporate or share block company.

11.6 If the Lessee fails to keep the Premises and/or the goods in the manner specified in clause 11.3 or the Act and continues to do so for seven days after receipt of a written notice informing the Lessee of such failure, the Lessor may, in addition to any other rights or remedies specified in this agreement, forthwith and without further notice to the Lessee repair the damage and/or carry out the required maintenance work and claim from the Lessee the cost incurred.

11.7 Despite clause 11.6, if any repair or maintenance work must be done urgently during the lease period to prevent damage to the Premises, burglary or vandalism, the Lessor may attend to this without any notice to the Lessee and recover the cost from the Lessee, should the Lessee be liable therefore in terms of this agreement or the Act.

11.8 All repairs to be done by the Lessee must be attended to by suitably skilled tradespersons.

11.9 The Lessor may after reasonable notice to the Lessee and at reasonable times inspect the Premises during the currency of the lease and the Lessee must allow the Lessor to do so.

11.10 Within three days before the lease expires, the Lessor or Estate Agent and Lessee must jointly inspect the Premises at a mutually convenient time to determine if there are any defects in or damage to the Premises or the goods, other than those referred to in Annexure A. Such inspection will not exempt the Lessee from liability for damage to or defects in the Premises or the goods, concealed or hidden from the Lessor during the inspection, or arising between the date of the inspection and the date when the Lessee has vacated the Premises. The understanding is that on termination of the lease the Lessee must restore the Premises and the goods to the Lessor in the same condition as they were at commencement of the lease, fair wear and tear excluded.

12. 'FOR SALE' AND 'TO LET' NOTICES

12.1 The Lessor may at any time during the lease period place a 'for sale' notice on the Premises.

12.2 The Lessor may place a 'to let' notice on the Premises when notice of termination is given by either party, or (in the case of a fixed period lease) three months before the lease ends.

12.3 The Lessee must allow the Estate Agent and/or any prospective lessee or purchaser to view the inside and outside of the Premises during reasonable hours, if an appointment to do so has been made with the Lessee. The Lessee must accept at least one such appointment per week.

12.4 The Lessee may not remove or damage any notice referred to in clauses 12.1 or 12.2, or place it elsewhere on the Premises.

13. USE OF THE PREMISES BY THE LESSEE

The Lessee may use the Premises for residential purposes only and undertakes not to –

13.1 contravene, or allow any person for whose conduct the Lessee is responsible to contravene, –

13.1.1 the terms and conditions contained in the title deed of the Premises, or any law, regulation or town planning scheme applicable to the Premises;

13.1.2 the applicable sectional title rules and/ or the conditions contained in the relevant sectional plan, should the Premises form part of a sectional title scheme in terms of the Sectional Titles Act 95 of 1986;

13.1.3 the provisions of the articles of association and memorandum of the relevant share block company, the use agreement and any applicable rules, should the Premises form part of a share block scheme in terms of the Share Blocks Control Act 59 of 1980;

13.1.4 the constitution of the home owner's association, should the Premises form part of a group housing scheme; or

13.1.5 any house rules that apply in respect of the Premises;

13.2 cause or permit any nuisance upon the Premises;

13.3 keep any pet in or on the Premises without the Lessor's prior written consent, or allow pets or other animals to damage the Premises;

13.4 damage any part of the Premises or mark or paint (or drive nails, hooks or screws into) the doors, walls, ceilings or floors of the Premises;

13.5 display advertisements or notices of whatever nature on any part of the Premises, without the written consent of the Lessor;

13.6 interfere in any manner whatsoever with the existing electrical installation on the Premises or connect any electrical equipment to the electrical current which may in any way damage the electrical installation or cause it to short-circuit;

13.7 make any alteration to the Premises whatsoever without the written consent of the Lessor;

13.8 keep or store any dangerous or hazardous material or substance on the Premises or do or permit anything which may affect the Lessor's insurance on the Premises;

13.9 hold, or permit the holding of, any sale by public auction on the Premises;

13.10 remove or detach any item forming part of or attached to the Premises, without the Lessor's written consent;

13.11 dispose of garbage or rubbish otherwise than in a reasonably clean and safe condition; or

13.12 misuse the electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances forming part of the Premises.

14. IMPROVEMENTS

14.1 Any luxurious or useful improvement or made by the Lessee on or to the Premises may be removed by the Lessee on termination of the lease at own cost, provided all damage caused by such removal is made good. The Lessee may not claim from the Lessor any compensation in respect of any improvement not removed.

14.2 The Lessor may at or after termination of the lease demand in writing that any improvement or addition made by the Lessee in respect of the Premises be removed by the Lessee at the latter's cost. The Lessee must repair all damage caused by such removal.

14.3 Should the Lessee fail to-

14.3.1 comply with a demand made by the Lessor in terms of clause 14.2, the Lessor may, in addition to any other remedy or right available in terms of this agreement, remove the relevant improvement and/or addition and recover the costs thereof from the Lessee, including the cost of repair of all damage caused by such removal; or

14.3.2 repair all damage to the Premises caused by the removal of improvements and/or additions in terms of clauses 14.1 or 14.2 and remain in default for seven days after receipt of a written notice by the Lessor demanding that the damage be made good, the Lessor may without further notice to the Lessee carry out the repairs and recover the cost thereof from the Lessee.

15. BREACH OF AGREEMENT

15.1 Despite any other clause in this agreement, should either one of the parties breach any of the terms of this agreement and fail to remedy such breach within fourteen days after receipt of a written notice from the other party demanding that the breach be rectified, the latter party may without affecting any other legal rights either:-

15.1.1 claim specific performance; or

15.1.2 cancel this agreement immediately, without further notice, and recover damages from the party at fault: Provided that no such notice is required if the Lessee fails to pay any Rental and continues with such failure for a period of seven days after payment is due.

15.2 Should there be a dispute as to whether the lease has been lawfully cancelled, the Estate Agent must retain the Deposit in trust until such dispute is resolved either by agreement between the Lessor and the Lessee or by order of a court or other tribunal.

15.3 Should this Agreement be lawfully cancelled by the Lessor, the Lessee and/or any other person occupying the Premises on the Lessee's behalf must immediately vacate the Premises and allow the Lessor to take occupation thereof.

15.4 The Lessee acknowledges that he/she/they are fully acquainted with Article 4 of the Prevention of Illegal Eviction from and Unlawful Occupation of Land Act no. 19 of 1998 (Hereafter called "PIE")

15.5 The Lessee hereby waives the procedural and substantive provisions as stipulated and required under PIE, and confirm that the occupancy of the property grant no rights on the property in any way other than the rights provided in this agreement and acknowledge that the terms and conditions of this agreement in all respects have precedence over the provisions of PIE. The Lessee specifically agrees that this will not affect the validity of this agreement.

16. LESSOR NOT LIABLE FOR LOSS OR DAMAGE CAUSED BY FIRE OR BURGLARY

The Lessor is not liable for any loss or damages suffered by the Lessee following any burglary of or fire on the Premises.

17. LESSEE'S DUTIES ON TERMINATION OF LEASE

17.1 On termination of the lease the Lessee must forthwith vacate the Premises and -

17.1.1 return to the Lessor or the Estate Agent all keys received at commencement of the lease;

17.1.2 hand over the Premises in a clean and tidy condition;

17.1.3 remove all goods which the Lessee brought onto the Premises; and

17.1.4 return the Premises to the Lessor in the same condition in which they were received, reasonable wear and tear excepted.

17.2 Should the Lessee fail to comply with clauses 17.1.1 and/or 17.1.2, and/or leave behind goods after vacating the Premises, the Lessor may replace keys not returned, have the Premises cleaned and/or the said goods removed, without notice to the Lessee, and claim from the Lessee all costs incurred in doing so.

18. GENERAL

18.1 The parties agree to the jurisdiction of the magistrate's court in connection with any action arising from this agreement or the cancellation thereof.

18.2 Should two or more persons sign this agreement as Lessors or Lessees, they are liable jointly and severally for the due performance of their obligations in terms of this agreement.

18.3 This document constitutes the full agreement between the parties and no warranties, representations, guarantees or other terms and conditions not contained herein are of any force or effect.

18.4 No amendment of this agreement or agreement to cancel will have any effect unless in writing and signed by the parties or their authorised representatives.

18.6 The Lessor warrants that all consents required in terms of the Matrimonial Property Act 88 of 1984 have been obtained.

18.7 This agreement is binding once it has been signed by both the Lessor and the Lessee, even if the Lessee has not been notified that the Lessor has signed.

18.8 All notices and legal processes connected with this agreement may be sent to either party at the address stated in clause 1. Such address may be changed by either party on written notice to the other.

20. ALIENS

The Lessee warrants that should he or she be an alien as defined in the Aliens Control Act 96 of 1991 a permit has been issued in terms of the said Act qualifying him or her to hire the Premises.

21. SPECIAL CONDITIONS

21.1 _____

SIGNED BY THE PARTIES

DATE : _____ PLACE: _____

TIME : _____

LESSEE

LESSEE'S SPOUSE

LESSOR

WITNESS

WITNESS

WITNESS ESTATE AGENT
(OR DULY AUTHORISED REPRESENTATIVE)

ANNEXURES

If applicable the following annexures must be attached to the agreement:

Annexure A : List of Defects and Damage

The Rental Housing Act 50 of 1999 requires a list to be annexed to the agreement by the Lessor, setting out the defects in and damage to the premises which existed before the lessee moved in.

Annexure B: Copy of House Rules

The Rental Housing Act 50 of 1999 defines "House Rules" as "the rules in relation to the control, management, administration, use and enjoyment" of the Premises. If such rules exist in respect of the Premises referred to in terms of this agreement, the Lessor must annexe a copy thereof to the agreement.